# REQUEST FOR QUOTATION



### **DATA COMMUNICATIONS CABLING**

**RFQ # 06PA013** 

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#### CITY OF SCOTTSDALE

#### **REQUEST FOR QUOTATION #06PA013**

#### DATA COMMUNICATIONS CABLING

The City of Scottsdale invites sealed quotations to establish a one-year Pricing Agreement for the purchase of communications wiring for office use throughout City offices.

All procurement activities conducted by the City of Scottsdale are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk, City Hall, 3939 Drinkwater Blvd., and the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ. Copies of the Code are also available for sale to the Public at a fee of \$10.00 each at the Purchasing Office.

The City of Scottsdale reserves the right to reject any one or all Quotations, and to waive any informality in Quotations received.

SEALED QUOTATIONS ARE TO BE DELIVERED TO THE PURCHASING OFFICE, 2ND FLOOR, 9191 E. SAN SALVADOR DR., SCOTTSDALE, ARIZONA, 85258 NO LATER THAN DECEMBER 12, 2005 AT 2:00 P.M. LOCAL TIME.

ALL REQUEST FOR QUOTATION SUBMITTALS MUST BE RECEIVED AT THE PURCHASING OFFICE WHERE THEY WILL BE OFFICIALLY TIME AND DATE STAMPED PRIOR TO THE DUE DATE AND TIME

#### **APPROVED ALTERNATES**

Requests for approval of alternates must be submitted to the Purchasing Office, 9191 E. San Salvador Dr., 2nd Floor, Scottsdale, AZ, 85258 no later than 2:00 P.M., Local Time, November 29, 2005. Refer to Instruction to Bidders for further information.

Quotations received after the due date and time will not be accepted.

Karen Lancaster Buyer

barm 11/10/2005 2:46 PM

### REQUEST FOR QUOTATION #06PA013 CONTRACT DOCUMENTS

This Request for Quotation becomes a Contract when Award to the Bidder is confirmed in writing.

The Documents included in this Request for Quotation, are listed below.

Request for Quotation

Instructions to Bidders

**General Conditions** 

Specifications

**Quotation Form** 

**Pricing Agreement** 

#### REQUEST FOR QUOTATION #06PA013 INSTRUCTIONS TO BIDDERS

#### INFORMATION REQUESTS

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO THE INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF THIS REQUEST FOR QUOTATION SHOULD BE DIRECTED TO Karen Lancaster PHONE NO. 480-312-5718, klancaster@scottsdaleaz.gov

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO SPECIFICATIONS SHOULD BE DIRECTED TO Shannon Tolle PHONE NO. 480-312-7631.

#### **ORAL INSTRUCTION - INTERPRETATION**

The City of Scottsdale will not be responsible for bidders adjusting their quotations based on oral instructions by any member of the city staff or by the City's contracted consultant or agent. Quotations deviating from the specifications contained herein by any means other than an authorized addendum by the Purchasing Office will be subject to rejection.

#### **PURCHASING WEB SITE**

The Purchasing web site provides a wide variety of information including: capability to download solicitations, invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at <a href="https://www.scottsdaleaz.gov/Vendors/default.asp">www.scottsdaleaz.gov/Vendors/default.asp</a>

The City of Scottsdale does not maintain a vendor list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities every Tuesday and Thursday – <a href="https://www.scottsdaleaz.gov">www.scottsdaleaz.gov</a>

#### **PRICING**

The total cost amount containing all costs attendant to the quotation should be listed on the Quote Form and should include any Sales Tax, installation, and/or preparation charges, and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Request for Quotation and be subject only to cash discount. <a href="OUT-OF-STATE BIDDERS DO">OUT-OF-STATE BIDDERS DO</a> NOT ADD ANY SALES, USE, OR FEDERAL EXCISE TAX TO YOUR QUOTATION. ARIZONA BIDDERS DO NOT ADD ANY USE OR FEDERAL EXCISE TAX TO YOUR QUOTATION.

#### **QUANTITY**

All quantities stated on the Quote Form are subject to adjustment dictated by City requirements. Quantities at variance with stated quote quantities may be purchased as required.

#### **TAXES**

The City of Scottsdale is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal Excise exemption certificates will be furnished by the Purchasing Office on request.

Out-of-State Bidders: Do not include any use tax in your quotation. The City will add use tax as applicable.

#### REQUEST FOR QUOTATION #06PA013 INSTRUCTIONS TO BIDDERS

#### TAXES - CONT'D

Arizona Bidders: Do not include sales tax in your quotation. The City will add sales tax as applicable.

#### APPROVED ALTERNATE

Specifications may contain references to service requirements or methods, equipment and/or materials (patented or unpatented). Any reference to "or equal" or "approved equal" shall be construed to mean "Approved Alternate" in every instance. Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment or materials. Such references shall not be construed as limiting the selection to a specified item or source. The use of an alternate or substitute, item or source as an approved alternate will be permitted subject to the following procedure:

The Bidder shall submit a written Request for Substitution to the Purchasing Office, Attention Karen Lancaster, at least eight (8) days prior to the Quotation due date. Requests for substitution submitted to other City Staff shall not be reviewed. The submittal envelope MUST be clearly marked with Request for Quotation number and "REQUEST FOR APPROVED ALTERNATE" Requests must be time stamped by the Purchasing Office by 2:00 P.M. November 29, 2005. Late requests will NOT be considered. The Request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations). The Bidder shall submit additional information and/or samples when requested by the City.

The Contract Administrator or Buyer will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Contract Administrator or Buyer shall give notice of rejection to the Bidder submitting the Request.

The Purchasing Office, if the Request is accepted, shall issue a written addendum to the Request for Quotation specifying the approved alternates.

For purposes of submitting a Request for Approved Alternate, the "bidder" is defined as the person or firm who will be submitting the quotation to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the above definition of "bidder".

#### **ADDENDA**

Any addendum issued as a result of any change in this Request for Quotation must be acknowledged by all bidders in one of the following manner:

1. Copies of all addenda must be attached to the returned Quotation.

OR

2. The appropriate addenda acknowledgment section on the Quote Form must be completed.

#### REQUEST FOR QUOTATION #06PA013 INSTRUCTIONS TO BIDDERS

#### TOTAL BID COST

Request for Quotations will be evaluated and recommended for award based on the total amount quoted excluding all applicable taxes.

The total Quotation amount shall include all costs attendant to the Request for Quotation such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Quotation.

#### REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

Prior to any Contract Award, this I.R.S. W-9 Form *must* be completed and submitted to the City's Purchasing Office.

#### AWARD/REJECTION OF QUOTATIONS

The Purchasing Manager reserves the right, as the interest of the City requires, to reject any or all quotations, to waive any informality in quotations received, to award a contract by accepting or rejecting any alternate quotations (additive or subtractive) and reserves the right to reject the quotations of any bidder who has previously failed to perform competently in any contract with the City. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

#### **QUOTATIONS & CONTRACTS**

All Quotations must be submitted on the enclosed Request for Quotation set. Quotations accepted by the City in writing constitute a legally binding contract. In addition the successful Bidder will be required to sign the City of Scottsdale's Standard Pricing Agreement, (Sample included).

Quotations must be presented sealed in an envelope with your company name and address in the upper left corner, along with the due date and time and quotation number in the lower left corner of the envelope. All pages of the Quotation Forms must be returned with your quotation to be considered responsive.

Quotations must be delivered to the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, Arizona 85258.

#### **ENVIRONMENTAL PROCUREMENT POLICY**

The City has established an Environmental Procurement Policy which encourages the purchase of the most environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that increase the environmental responsibility of the products or services called for in this solicitation. If you wish to submit an alternative, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document.

#### **FORCE MAJEURE**

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

#### WARRANTY

Contractor warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Contractor has been informed of the use of the products, Contractor also warrants that the items furnished hereunder are suited and appropriate for such use. Contractor shall indemnify and save the City harmless from any breach of this warranty, and no limitations on City's remedy in Contractor's documents shall operate to reduce this indemnification. Contractor shall extend all warranties it receives from its vendors to City. This warranty is in addition to all warranties contained under the law.

#### ACCEPTANCE/AGREEMENT

Any agreement made pursuant to this Request for Quotation must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed in Contractor's acceptance of City's offer which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to an offer and if any of the terms therein are additional to or different from any terms of such offer, then the issuance of the Agreement by the City shall constitute an acceptance of such offer subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

#### **PATENTS**

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

#### **QUALITY STANDARDS OF MATERIAL**

If desired by the City, items quoted shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for quotation conform to the specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

#### SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

#### CONTRACTOR LICENSE REQUIREMENT

For construction and/or maintenance related services, the Bidder must possess an appropriate valid Arizona Contractor's License, at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

#### **FUNDS APPROPRIATION**

If funds are not appropriated by the City Council to continue this Agreement, and for the payment of charges hereunder, the City may terminate this Agreement at the end of the current fiscal period. The City agrees to give written notice of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all charges incurred through the end of such period.

#### TERM OF AGREEMENT

The term of this Agreement shall be for a one-year period from the effective date of acknowledgment of the Pricing Agreement.

The City may extend this Agreement for two more additional one-year periods, upon the recommendation of the Contract Administrator and concurrence of the Purchasing Manager and the Contractor.

#### **TERMINATION**

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

<u>Termination for Cause</u>: City may also terminate this contract or any part hereof with ten (10) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

#### **TERMINATION – CONT'D**

#### Termination for Cause - Cont'd

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

#### PRICE ESCALATION

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Purchasing Manager and will be effective for at least one year from the date of approval.

Approved price increases will be applied to the unit pricing in the Agreement as a percentage increase.

The increased rate shall be based upon mutual consent of the Contractor and the Contract Administrator, however, the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed 6%.

#### **MODIFICATIONS**

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this Agreement must be made by written Change Authorization approved by the Contract Administrator, Purchasing Manager and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

#### **CONTRACT ADMINISTRATOR**

The Contract Administrator for the City will be <u>Shannon Tolle</u> or designee. The Contract Administrator will audit the billings, approve payments, establish delivery schedules, approve addenda to the Agreement and generally be responsible for overseeing the execution of the Agreement.

#### PRICE WARRANTY

If Contractor, manufacturer, or supplier at any time during the course of this Agreement, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

#### **ASSIGNMENT**

No right or interest covered by this Agreement shall be assigned in whole or in part without the prior written consent of the City.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses relating to, arising out of, resulting from or alleged to have resulted from the performance of the work. Contractor's duty to defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense (including but not limited to attorney fees, court costs, and the cost of appellate proceedings) that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of tangible property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder including the City of Scottsdale.

#### **RISK OF LOSS**

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Request for Quotation which occur prior to delivery to the City, and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

#### MAIL INVOICES TO

CITY OF SCOTTSDALE ACCOUNTS PAYABLE 7447 E. INDIAN SCHOOL RD. SCOTTSDALE, ARIZONA 85251

The City of Scottsdale's payment terms are payment within thirty (30) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of invoice and/or purchased item. The city is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified.

#### **CHEMICALS**

Vendors must agree to provide material safety data sheets for all substances that are delivered to the City of Scottsdale, that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, Section 1910 - 1200 Hazard Communication (reference-Occupational Safety and Health Standard, Subpart - 2 Toxic and Hazardous Substances - Hazardous Communication Standard).

All Vendors using chemicals on City of Scottsdale property, shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Vendors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-2 Toxic and Hazardous Substances-Hazard Communication Standard, Section 1910-1200 Hazard Communication, Vendors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Vendors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

### REQUEST FOR QUOTATION #06PA013 SPECIFICATIONS

#### **INTRODUCTION**

It is the intent of the City of Scottsdale to establish a pricing agreement for the order and delivery of data/communications cabling on an "as required" basis.

#### **SCOPE**

The resulting agreement shall provide for the order and delivery of cable to be used through the City of Scottsdale offices.

#### **GENERAL SPECIFICATIONS**

All essential requirements and descriptions applying to the commodity covered by the specifications shall be stated in this section. These requirements and descriptions shall refer, as applicable, to the character or quality of the material, ordering process, delivery and requirements.

Brand names and/or catalog numbers are given for purposes of identification and to denote the standard of quality desired, and do not, in any way, restrict bidders to a specific manufacturer and model. If there is any deviation in the pack, source, quality, etc. of any item bid from the prescribed in the specification, please follow instructions for APPROVED ALTERNATE on Page 4

This Pricing Agreement request is issued for the purpose of acquiring data/communications cable that are:

- 1000' length cable in one cardboard box
- · Category 5e
- 24 AWG
- 4 Pair
- Plenum rated
- · Color: Blue

Spool racks are **NOT** acceptable. No spool rack within box.

The quotation shall include all handling and shipping charges within the unit cost.

#### **QUANTITY**

Last fiscal year, the City of Scottsdale purchased 60,000 feet of cable. These purchases were made in increments of 10 and 20 boxes at a single purchase.

No guarantee is implied or given as to quantities that will be used during the contract period. Bidders are requested to bid in a quantity of one (1) or more unless otherwise indicated.

#### REQUEST FOR QUOTATION #06PA013 SPECIFICATIONS

#### **SAMPLES**

The City of Scottsdale reserves the right to require a vendor to furnish samples of any item on which he submits a quote, within five (5) working days after the request is made, unless otherwise specified below.

The samples shall be furnished free of charge, clearly marked "SAMPLE" with the Request for Quotation number, vendor's name and address.

Samples shall be evaluated to determine compliance with all major characteristics of the specifications. Failure of samples to conform to all such characteristics shall cause rejection of the quotation.

Failure to submit the requested sample shall be just cause for eliminating the vendor from further consideration for award.

Once the vendor is requested to pick up a sample, he must do so <u>within 30 days</u>. Failure to pick up sample will revert the sample to surplus City property and the City will dispose of it at the convenience of the City.

## REQUEST FOR QUOTATION #06PA013 DATA COMMUNICATIONS CABLING QUOTATION FORM

QUOTATION		
Quantity/Description Unit Price		
1 box (1000' length of cable) per specifications \$		
Sales Tax %		
Brand Name Model/Part #		
CREDIT CARD		
Does your firm accept payment by American Express Credit Card: Yes No		
TAXES		
<ol> <li>Do not include any sales, use, or federal excise tax in your quotation. The City is exempt from the payment of federal excise tax and will add sales and use tax a applicable.</li> </ol>		
2. The Vendor/Contractor is responsible for and shall include the applicable sales tax rat		
<ul> <li>as requested.</li> <li>The City of Scottsdale will not allow any adjustment in quotations for claimed error in ta calculations.</li> </ul>		
DELIVERY		
Delivery Location: Central Receiving, 9191 E. San Salvador Drive, Scottsdale, AZ 85258  1. Delivery terms are f.o.b. destination. 2. Delivery will be completed within days after receipt of Purchase Order. 3. Prices quoted herein are effective through completion of delivery against this Agreement.		
ADDENDA		
The bidder hereby acknowledges receipt of and agrees his quotation is based on the followin Addenda.		
ADDENDUM # DATED ADDENDUM # DATED		
ADDENDUM # DATED ADDENDUM # DATED		
NO QUOTATION		
NO QUOTATION: If no quotation is submitted please state reason:		
NAME OF FIRM:		

IDENTIFY AND SUBMIT ONE ORIGINAL AND ONE COPY WITH YOUR QUOTATION

### REQUEST FOR QUOTATION #06PA013 QUOTATION FORM

My signature on this Quotation Form certifies that I have read, understand and will comply with all terms, conditions, and specifications stated in all the documents constituting the Contract. NAME OF FIRM ADDRESS TYPE OF BUSINESS ORGANIZATION \_\_\_ (Corporation, Partnership, Sole Proprietorship, Etc.) SIGNATURE: (Officer of Company) DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_ TITLE \_\_\_\_\_ CONTACT NAME FAX \_\_\_\_\_ TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: WEB SITE: Employer's Identification No. \_\_\_\_\_ as filed on US Quarterly Tax Return US Treasury Form #947.

TO CONSTITUTE A RESPONSIVE QUOTATION ALL PAGES OF THE QUOTATION FORM MUST BE EXECUTED AND RETURNED

IDENTIFY AND SUBMIT ONE ORIGINAL AND ONE COPY WITH YOUR QUOTATION



#### PRICING AGREEMENT#

This Pricing Agreement awarded	
	pursuant to the Terms and Conditions in Request nce with the City of Scottsdale Procurement Code.
	e for a one-year period with the option to extend, ntractor, for two more one-year periods thereafter fo
This Agreement does not constitute Scottsdale.	a commitment to purchase on the part of the City
Pricing structure to be as follows:	
	ts and subordinate documents attached to or reference entire Agreement between the City of Scottsdale amatter.
Insurance Certificates, if applicable, sh	all be returned with this signed Pricing Agreement.
	be deemed waived, amended or modified by any part or modification is in writing and signed by an authorize
IN WITNESS WHEREOF, the parties their respective authorized representa	hereto have caused this Agreement to be executed ives.
CITY OF SCOTTSDALE	Contractor:
By:	Ву:
Title:	Title:(Officer, Partner, Owner)
Data Signad:	Data Signad